19548

File No. Leases/48

Legal DEPARTMENT

E BRANCH

Subject:— Leases

Miscellaneous Leases and Licenses Security of

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File No. Leases/48

(1d. Sec.t. Slip. 21 A

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THIS LEASE made at the day of ~~in the christian year~~ one thousand nine hundred and forty eight between Rao Saheb Narayan Bhimrao Shankoll of Dharwar Hindu inhabitant (hereinafter called "the Lessor", which expression shall unless excluded by or repugnant to the context include the said Narayan Bhimrao Sankolli his heirs, executors, administrators, and assigns) of the one part, and the Governor Bombay ~~represented by the Executive Engine Dharwar Minor Irrigation Division, Dharwar~~ (hereinafter called "the Lessee" which expression shall unless excluded by or repugnant to the context include his ~~successo~~ or successors in office and assigns) of th other part.

WHEREAS THE LESSOR is possessed of or otherwise well and sufficiently entitled t the piece of land and buildings standing thereon more particularly hereinafter specified; AND WHEREAS the lessor has agreed to let and the lessee ha agreed to take on lease the said piece of land and buildings standing thereon at the rent for the period and on the terms and conditions hereinafter me tioned.

NOW THIS LEASE WITNESSETH that in cons deration of the rent hereby reserved and o the covenants and conditions hereinafter contained and on the part of the Lessee to be performed and observed, the Lessor doth hereby demise unto the Lessee ALL THAT pie or parcel of land (hereinafter referred to the said land) forming part of the Lucaramaai Survey no 643 B 4. containing by admeasurement 1,889 square yards or thereabouts and situate within the Dharwar Municipal limit in the Taluka, District and Registration Sub-District

ub-District of Dharwar and bounded as
ollows, that is to say :-
On or towards the West by Dharwar Hubli Road
On or towards the East by open space belonging
to the lessor.
On or towards the North by Open space of the
Agricultural Land belonging to the said Lessor.
On or towards the South by plot belonging to Mr.
Hurgi, Mamlatdar of Saundatti.

~~which said land forms part of the Lukamannali Survey No.64/1B of the said town of Dharwar and is now in the occupation of the Executive Engineer, Dharwar Minor Irrigation Division,Dharwar,~~

together with all and singular the dwelling houses, buildings, tenements, outhouses and the ~~structures~~, fixtures and fittings standing belonging thereto ~~thereon~~. And Together with all ~~and singular~~ rights easements and appurtenances thereto belonging and which together with the said land are ~~the Courts, Compounds, yards, areas, ways,~~ hereinafter ~~paths, passages, sewers, drains, trees,~~ ~~plants, shrubs, wells, waters, water courses,~~ ~~lights, liberties, previleges, easements,~~ ~~advantages, and appurtenances whatsoever~~ ~~to the said land, buildings, tenements, out-houses; and which said land and premises hereinafter~~ collectively referred to as "the demised premises". TO HOLD the demised premises unto the Lessee for a ~~term~~ period of ——— years commencing on the first day of September 1947 ~~and expiring on the 29th day of February 1948~~ but determinable as hereinafter provided YIELDING and paying therefor ~~every month~~ during the said terms unto the Lessor or his duly appointed Agents the monthly rent of (Rs. two hundred 200/-) ~~(two hundred)~~ payable on the 5th day of each succeeding month in arrears ~~the first of~~ such payment to be made on the 5th day of October ~~in the year~~ one thousand nine hundred and fortyseven ~~and the subsequent payment on the 5th day of each succeeding month.~~

2. The Lessee doth hereby Covenant with the Lessor as follows, viz. that the Lessee shall from time to time during the continuance of this lease:-

(1) pay or cause to be paid to the Lessor or his duly appointed agent the monthly rent of Rupees 200/-(Rupees two hundred) only hereby reserved at the times and in the manner herein before appointed for payment thereof;

(2) pay or cause to be paid the charges for electrical energy and water consumed on the demised premises;

(3) on the expiry of this lease peaceably and quietly surrender the demised premises to the Lessor in the same good condition in which they were when let, except so far as any damage or loss that may have been caused to them by reasonable wear or tear, or by fire, storm, earthquake or other act of God, or as a result of civil commotion or enemy action.

(4) Replace shch electric bulbs as may fail, fuse or be broken and keep the electric installation in a clean condition by properly dusting the fittings.

5. To bear and pay the stamp duty and registration charges in respect of this lease and its duplicate

3. The lessor doth hereby covenant with the Lessee as follows, ~~that is to say:-~~

(a) ~~that~~ the Lessor shall throughout the said ~~for~~ term keep the demised premises both externally and internally in thoroughly good and tenantable repairs to the satisfaction of the Executive Engineer ~~for the time being~~ of the Dharwar Minor Irrigation Division, Dharwar, herein after referred to as "the ~~said~~ Executive Engineer

and

~~will do~~ shall to of the Executive Engineer
and ~~will do~~ the like satisfaction, do all necessary and usual white washing, colour washing and painting with oil paints.

(b) ~~that~~ the Lessor shall during the said term pay the annual ground rent, or assessment or rates taxes in respect on the demised premises payable to Government and all Municipal or local rates or taxes; not only expressly mean payable by the Lessee

(c) ~~that~~ on receipt of a notice in writing signed by the ~~said~~ Executive Engineer stating that certain repairs specified therein are necessary and required to be done to the demised premises, the Lessor shall forthwith cause such repairs to be expeditiously and satisfactorily effected within such period as may be specified in the said notice and that in the event of such repairs not being ~~satisfactorily~~ satisfactorily completed within the period specified by the Executive Engineer, it shall be lawful to the Executive Engineer. ~~the Lessee shall be at liberty to~~ carry out the same at the cost of the Lessor, and to deduct the cost of such repairs from any monies than due or to become due by the ~~x~~ Lessee to the Lessor; PROVIDED HOWEVER that except in cases where the repairs are in the opinion of the Executive Engineer urgently required and the demised premises are in actual occupation of the Lessee or any person to whom they are authorisedly sub-let, if the Lessor shall be dissatisfied with any notice of the ~~said~~ Executive Engineer requiring repairs to be effected to the demised premises he ~~shall be at liberty to~~ may within one month from the date of ~~the date of~~ the receipt of such notice refer the matter in writing signed by him for determination to ~~in the notice for the decision of the~~ Collector ~~for the time being of the District~~ ~~of~~ Dharwar ~~by a writing signed by him within one month from the date of receipt of such notice and~~ whose decision ~~of the said Collector~~ shall be final and binding on the Lessor;

213/69
5.11.69

(d) ~~that~~ the Lessor shall keep all boundary fences, hedges and walls on the ~~leased~~ demised premises in good order and proper repairs and condition to the satisfaction of the ~~said~~ Executive Engineer;

(e) ~~that~~ the Lessor shall ~~from time to time~~ pass receipts for the amount of the rent paid by the Lessee;

(f) ~~that~~ the Lessor shall permit the Lessee or the authorised occupier for the time of the demised premises to make such additions and alterations to the demised premises and to put up such fittings and fixtures therein or thereon as the Lessee or the occupier may consider necessary for his convenience and to remove the same during the period he is in possession of the demised premises; PROVIDED ~~always~~ HOWEVER that such removal does not cause distruction or damage to the demised premises;

(g) ~~that~~ the Lessee paying the rent hereby reserved and performing and observing the covenants and conditions herein before contained shall and may throughout the said term quietly and peaceably ~~possess~~ hold and enjoy the demised premises without any interruption or disturbance whatsoever from the lessor or any person claiming under ~~him~~; PROVIDED always that if any covenant on the Lessee's part herein contained shall not be performed or observed it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name

and on the part of the Lessee to be observed and performed

of -

of the whole and thereupon this lease shall absolutely determine but without prefudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained;

(h) that the Lessor shall allow the Lessee during the continuance of this lease to sub-let the demised premises or any portion thereof to any person or persons approved by the Lessee such person being known as the occupier;

(i) ~~that~~ the Lessor shall allow the Lessee or the occupier ~~to take~~ to take during the said period the produce of all fruit trees, grass and other produce in the demised premises;

(j) ~~that~~ the lessor shall permit the Lessee to vacate the demised premises on giving one month's notice in writing should the demised premises become in the opinion of the Lessee unsuitable for habitation owing to structural deterioration and in such event the lease shall terminate on the expiry of the said period of notice and the provisions thereof shall cease to be binding on either party;

(k) ~~that~~ the cost of stamp and registration shall be borne by the Lessee.

4. And it is hereby further expr ssly agreed and declared by and between the parties hereto as follows:-

~~That~~ in the event of the demised premises being wholly or partially destroyed or ~~xxxx~~ damaged by fire, tempest, earthquake or any other act of God or as a result of

civil commotion or enemy action the rent hereby reserved shall cease to accrue due or be to be payable as from the date of such determination until the demised premises shall have been rebuilt, repaired or reinstated by the Lessor so as to be in their former condition and ~~the Lessee allowed to occupy the same.~~

IN WITNESS whereof Rao Saheb Bhimrao Sankolli Esquire, the Lessor above-named has set his hand and V.B.Manerikar, Esquire, Executive Engineer, Dharwar Minor Irrigation Division has set his hand and the official seal for and on behalf of the Governor of Bombay, hereto the day and year first above written.

Signed and delivered by the above-named Rao Saheb Narayan Bhimrao Sankolli the Lessor above-named in the presence of - } Sd/-

Signed, sealed and delivered by

V.B.Manerikar, Esquire, Executive Engineer, Dharwar Minor Irrigation Division Dharwar.

In the presence of -

1.

2.

-217
9.47B

Legal Department.

The draft lease as amended is in order.

2. As the Government has agreed to bear the stamp duty and registration charges in respect of this lease, Government will be exempt from payment of these charges under proviso (1) to section (3) of the Indian Stamp Act and Government Notification, Revenue Department No. 1940/24 dated the 25th May 1938 issued under the Indian Registration Act.

19/4

Offg. Solicitor to Government.

U.R. to A.R.D.D., No. 3815 D/- 20th April 1948.

19/4
JSA.19/4.

Issued
20/4

Submitted. after issue
Folio in Leases 148"

Leases 148

-25-/95

THIS LEASE made at the day of

~~in the christian year one~~ thousand nine hundred and forty eight between Dattatraya Narayanrao Chandavarkar, Trustee of the Shrimati Avadibai Ubhayakar Vidya Nidhi (for) of Dharwar, Hindu inhabitant (hereinafter called "the Lesor", which expression shall unless excluded by or repugnant to the context include ~~the said Dattatraya Narayan Rao Chandavarkar his heirs, executors, administrators~~ his successors in office and assigns) and assigns) of the one part, and the Governor of Bombay ~~represented by the Executive Engineer, Dharwar Minor Irrigation Division, Dharwar~~ (hereinafter called "the Lessee" which expression shall unless excluded by or repugnant to the context include his successor or successors in office and assigns) of the other part.

Secondary Education)

WHEREAS THE LESSOR is possessed of or otherwise well and sufficiently entitled to the piece of land and the buildings standing thereon more particularly hereinafter specified AND WHEREAS the lessor has agreed to let and the lessee has agreed to take on lease the said piece of land and the buildings standing thereon at the rent for the period and on the terms and conditions hereinafter mentioned.

NOW THIS LEASE WITNESSETH that in consideration of the rent hereby reserved and of the convenants and conditions hereinafter contained and on the part of the Lessee to be performed and observed the Lessor doth hereby demise unto the Lessee ALL THAT piece or parcel of land (hereinafter referred to as the said land) being a part of the Kurkanmalli Survey No 47 of Dharwar containing by admeasurement 3250--- square yards or thereabouts and situate within the Dharwar Municipal limits in the Taluka, District and Registration Sub-District of Dharwar and bounded as follows, that is to say:

On or towards the West by Road

On or towards the East by Road

On or towards the North by Common compound wall of the Lessor and R.V.Sirur

On or towards the South by Road

which said land forms part of the Revision the Survey No. 47 of, Lakamanhalli village and is now in the occupation of D.N. Chandavarkar.----------

---------- together with all and singular and dwelling houses, buildings, tenements, ~~structures~~, outhouses and the fixtures and fittings ~~standing~~ and things belonging thereto ~~thereon~~ and together with all ~~and singular~~ rights, easements and appurtenances thereto belonging and which together with the said land are ~~the courts, compounds, yards, areas, ways, paths,~~ passages, sewers, drains, trees, plants, shrubs, wells, waters water courses, lights, liberties, privileges, easements, advantages, and appartenances whatsoever to the said land, buildings, tenements, outhouses; and which said land and premises hereinafter collectively referred to as "the demised premises". TO HOLD the demised premises unto the Lessee for a ~~term~~ period of — year commencing from the first day of October 1947 and ~~expiring on the 29th day of February 1948~~ but determinable as hereinafter provided YIELDING and paying therefor ~~every month~~ during the said term unto the Lessor or his duly appointed Agents the monthly rent of Rs. Rupees Eighty (Rs80/-) payable on the 5th day of each succeeding month ~~the first of such payment~~ to be made on in Srear the 5th day of November 1947 in the year one thousand nine hundred and forty-seven and the subsequent payment on the 5th day of each succeeding month.

The Lessee doth hereby covenant with the Lessor as follows, viz. that the Lessee shall from time to time during the contin-

13/147

uance of this lease:-

(1) pay or cause to be paid to the Lessor or his duly appointed agent the monthly rent of Rupees (Rs. 80/-) ~~Rupees eighty~~ only hereby reserved at the times and in the manner hereinbefore appointed for payment thereof;

(2) pay or cause to be paid the charges for electrical energy and water consumed on the demised premises;

(3) on the expiry of this lease peaceably and quietly surrender the demised premises to the Lessor in the same good condition in which they were when let, except so far as any damage or loss that may have been caused to them by reasonable wear or tear or by fire, storm, earthquake or other act of God, or as a result of civil commotion or enemy action.

(4) Replace such electric bulbs as may fail, fuse or be broken and keep the electric installation in a clean condition by properly dusting and fittings.

5. Bear and pay the stamp duty and Registration charges in respect of this lease and its duplicate

3. The LESSOR doth hereby covenant with the Lessee as follows, ~~that is to say:-~~

(a) ~~that~~ the Lessor shall throughout the said term keep the demised premises both externally and internally in thoroughly good and tenantable repairs to the satisfaction of the Executive Engineer ~~for the time being~~ of the Dharwar Minor Irrigation Division, D h a r w a r --- hereinafter referred to as "the ~~said~~ Executive Engineer" with to the like satisfaction of the Executive Engineer, do all necessary and usual white washing, colour washing and painting ~~with oil paints.~~

(b) ~~that~~ the Lessor shall during the said term pay the annual ground rent or rates, taxes or assessment ~~on~~ in respect of the demised premises payable to Government and all Municipal or local rates or taxes; not hereby expressly made payable by the Lessee

(c) ~~that~~ On receipt of a notice in writing signed by the ~~said~~ Executive Engineer stating that certain repairs specified therein are necessary and required to be done to the demised premises, the Lessor shall forthwith cause such repairs to be expeditously and satisfactorily effected within such period as may be specified in the said notice and that in the event of such repairs not being satisfactorily completed within the period specified by the Executive Engineer, it shall be lawful to the Executive Engineer ~~the Lessee shall be at liberty~~ to carry out the same at the cost of the Lessor, and to deduct the cost of such repairs from any monies than due or to become due by the Lessee to the Lessor; PROVIDED ~~THAT~~ HOWEVER that except in cases where the repairs are in the opinion of the Executive Engineer urgently required and the demised premises are in actual occupation of the Lessee or any person to whom they are authorisedly sub let, if the Lessor shall be dissatisfied with any notice of the said Executive Engineer requiring repairs to be effected to the demised premises he ~~shall be at liberty to~~ may within one month from the date of receipt of such notice refer the matter ~~in the notice~~ in writing signed by him for decision ~~for the decision of~~ the Collector ~~for the timebeing of the District~~ of ~~D h a r w a r~~ Dharwar ~~by~~ a writing signed ~~by him~~ within one month from ~~the~~ date of receipt of such notic e and the decision ~~of the said Collector~~ shall be final and binding on the Lessor;

(d) ~~that~~ the Lessor shall keep all boundary fences, hedges and walls on the ~~leased~~ demised premises in good order and proper repairs and conditions to the satisfaction of the ~~said~~ Executive Engineer.

(e) ~~that~~ the Lessor shall from ~~time to time~~ pass receipts for the amount of the rent paid by the Lessee;

(f) ~~that~~ the Lessor shall permit the Lessee or the authorised occupier for the time of

of the demised premises to make such addi-
tions and alternations to the demised pre-
mises and to put up such fittings and fix-
-tures therein or thereon as the Lessee or
the occupier may consider necessary for his
convenience and to remove the same during
the period he is in possession of the demi-
-sed premises; PROVIDED HOWEVER always that such
removal does not cause distruction or da-
mage to the demised premises;

(g) that the Lessee paying the rent
hereby reserved and performing and obser-
-ving the covenants and conditions herein
before contained shall and may throughout the said
term quietly and peaceably possess and enjoy the demi-
sed premises without any interruption or
distrurbance whatsoever from the lessor or
any person claiming under him; PROVIDED
always that if any covenant on the Lessor's
part herein contained shall not be perfor-
med or observed it shall be lawful for the
Lessor at any time thereafter to re-enter
upon the demised premises or any part there
-of in the name of the whole and thereupon
this lease shall absolutely determine but
without prejudice to the right of action of
the Lessor in respect of any breach of the
Lessee's convenants herein contained;

and on the part of the Lessee to be observed and performed

(h) that the Lessor shall allow the
Lessee during the continuance of this lease
to sub-let the demised premises or any por-
tion thereof to any person or persons -
approved by the Lessee such person being
know as the occupier;

(i) that the Lessor shall allow the
Lessee or the occupier to take during the
said period to take the produce of all fruit trees
grass and other produce in the demised pre-
mises;

(j)-

(j) ~~that~~ the lessor shall permit the lessee to vacate the demised premises on giving one month's notice in writing should the demised premises become in the opinion of the Lessee unsuitable for habitation owing to structural deterioration and in such event the lease shall terminate on the expiry of the said period of notice and the provisions thereof shall cease to be binding on either party;

(k) that the cost of stamp and registration shall be borne by the Lessee.

4. And it is hereby further expressly agreed and declared by and between the parties hereto as follows:-

That in the event of the demised premises being wholly or partially destroyed or damaged by fire, tempest, earthquake or any other act of God or as a result of civil commotion or enemy action the rent hereby reserved shall cease to accrue due or to be payable as from the date of such determination until the demised premises shall have been rebuilt, repaired or reinstated by the Lessor so as to be in their former condition ~~and the Lessee allowed to occupy the same.~~

IN WITNESS whereof Dattatraya Narayanrao Chandawarkar Esquire, the Lessor above named has set his hand and V.B.Manerikar, Esquire, Executive Engineer, Dharwar Minor Irrigation Division, Dharwar has set his hand and the official seal for and on behalf of the Governor of Bombay, hereto the day and year first above written.

Signed and delivered by the above-named Dattatraya Narayanrao Chandavarkar the Lessor above-named in the presence of-

1

2

Signed, sealed and delivered by V.B.Manerikar, Esquire, Executive Engineer, Dharwar Minor Irrigation Di[illegible]n, Dharwar.
In the presence of-

1.) 2.

~~2317~~ 2241

Legal Department.

The draft lease as amended is in order.

2. As the Government has agreed to bear the stamp duty and registration charges in respect of this lease, Government will be exempt from payment of these charges under proviso (1) to section (3) of the Indian Stamp Act and Government Notification, Revenue Department, No.1940/24, dated the 25th May 1938 issued under the Indian Registration Act.

Rs.N. 14/5-

Offg. Solicitor to Government.

U.R.to A.R.D.D.,No. 4664 , dated the 14th May 1948.

MRP.
14/5.

Issued
CBP
14/5

submitted after issue
File in Leases 148
TMP
1575
Solr. RON 1575—

Leases 148
1810

Cov 24-7-19

Residential accommodation.
Executive Engineer,
Dharwar Minor Irrigation Division.

Government of Bombay.
Agriculture and Rural
Development Department.
Resolution No.1520.
Bombay Castle, 21st June 1948.

Letter from the Director of Agricultural Engineering, No.017/483, dated the 14th February,1948.

Government reference to the Rememberencer of Legal Affairs, dated the 6th April,1948.

Reference from the Rememberencer of Legal Affairs No.4664, dated the 14th May,1948:-

"The draft lease as amended is in order.

2. As the Government has agreed to bear the stamp duty and registration charges in respect of this lease,Government will be exempted from payment of these charges under proviso (1) to section (3) of the Indian Stamp Act and Government Notification, Revenue Department,No.1940/24, dated the 25th May,1938 issued under the Indian Registration Act."

Resolution:- The draft lease as amended by the Rememberencer of Legal Affairs and appended to this Resolution is approved.

2. The Director of Agricultural Engineering should get the lease executed by the Parties concerned.

3. The lease will be exempt from stamp duty and registration charges under proviso(1) to section (3) of the Indian Stamp Act and Government Notification,Revenue Department,No.1940/24,dated the 25th May,1938, issued under the Indian Registration Act.

By order of the Governor of Bombay,

S.G. Walavalkar,
Assistant Secretary to Government.

899 22/6

G.R.No.1520. A.& R.D.D., dated the 21st June 1948.

To

The Collector of Dharwar,

The Director of Agricultural Engineering,

The Superintending Engineer, Southern Circle,

The Executive Engineer, Dharwar Minor Irrigation Division,

The Executive Engineer, Dharwar Division,

The Accountant General (with a copy of the certificate),

The Solicitor to Government,

The Finance Department,

The Public Works Department,

The Revenue Department.

No. of 1948.

Copy forwarded for information and guidance to.

M.21.6.

Submitted.
File in Leases/48.
M41
21/6
S.W. RON 21/6

28/21

This lease made the ~~16th September 194~~ ~~in The Christian year~~ one thousand nine hundred and forty-~~seven~~ between Curushiddava Add: Adivevva Hiremath by case Lingavat, inhabitant of Dharwar in the Taluka of Dharwar ~~in the District of Dharwar~~ (hereinafter called" the lessor" which expression shall unless excluded by or repugnant to the context include the said G.A. Hiremath his heirs, executors, administrators and assigns) of the one part and the Governor of Bombay (hereinafter called "the lessee" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the other part.

WHEREAS ~~THE LESSOR IS~~ possessed of or other-wise well and sufficiently entitled to the land and buildings more particularly hereinafter specified; and whereas the lesser has agreed to let and the lessee has agreed to take the said land and buildings on lease at the rent for the period and on the terms and conditions hereinafter mentioned; and whereas the sanction required by rule 833 of the Bombay Civil Services Rules for the said lease has been accorded by Government under its letter No.7804-E Educational Department, dated the 27th March 1947.

NOW THIS LEASE witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the lessee to be performed and observed, the lessor hereby demise unto the lessee all that piece or parcel of land (hereinafter

hereinafter referred to as the said land), being in C.S. No. 146 from East to West on the North side 16 yards and 22 yards on the South side and being from North to South on the East side 32 yards and 45 yards on the West ~~and in C.S. No.147/2B from East to West on the North side 23 yards and 18 yards on the South side and being from North to South on the East side 15 yards and 16 yards on the West~~ and admeasuring by admeasurement 950 square yards be the same a little more or less and situate ~~in the~~ at Hosyellapur, Dharwar Taluka and ~~in the~~ registration sub-District of Dharwar in the Dharwar District, ~~registered in the property Register of Dharwar city survey as C.S. No.146 and 147/2B~~ and bounded as follows, that is to say:-

On the West by Halbhavi Buildings.
On the East by Municipal Road and Lessor's Hous
On the North Bhangi Lane.
On the South by sub-Road.

the said land forming parts of the City Survey Nos. 146 and 147/2B of the said Dharwar Town and now being in the occupation of ~~C.A. Hiremath~~ The Lessor together with all and singular the ~~pm~~ premises consisting of the dwelling houses, buildings, tenements out-house (~~quarters for peon~~), walls ~~&~~ with all the fixtures and things belonging thereto and all the easements, rights and appurtenances thereto belongi all of which are enumerated and described in the Schedule hereto, and which together with the said land are hereinafter collectively referred to as "the demised premises." To Hold the demised premises unto the lessee for a term of five years commencing from the 15th Day of September 1947 but determinable hereinafter provided Yielding and Paying therefore every month during the said term unto the lessor or his duly appointed agent the monthly rent of Rs.180/- without any deduction whatsoever payable on the 10th day of each successive month beginning with the 10th

10th day of October in the year One thousand and nine hundred and forty-seven on which day the first payment shall be made.

2. The lessee doth hereby covenant with the lessor as follows, namely, that the lessee shall from time to time during the continuance of this lease.

(1) pay or cause to be paid to the lessor or his duly appointed agent the monthly rent of rupees One hundred and eighty only (Rs.180/-) hereby reserved at the times and in the manner hereinbefore appointed for payment thereof;

(2) pay the charges for water and electrical energy consumed by the lessee on the demised premises, as also the special Bhangi charges.

(3) On the expiry of this lease peaceably and quitely surrender the demised premises to the lessor in the same good condition in which they were when let, except in so far as may any damage or loss may have been caused to them by reasonable wear or tear or by fire, storm, earthquake or other act of God or as a result of civil commotion.

(4) Provide during the said term at his own expense all electric bulbes required for use in the electric installation provided in the demised premises and replace such bulb as may fail, fuse or be broken and keep the installation in a clean condition by properly dusting the fans and fittings.

3/- The lessor doth hereby covenant with the lessee as follows, that is to say:-

(a) that the lessor shall throughout the said term keep the demised premises both externally

and .. .. ..

and internally in thouroughly good and tenantable repairs to the satisfaction of the Executive Engineer for the time being of the division of Dharwar (hereinafter referred to as "the said Executive Engineer and will to the like satisfaction, do all necessary or usual white-washing, colour washing and painting of wood against whether. The lessor will retain possession of the underground room intended to stock repair articles in.

(b) that the lessor will pay the annual ground rent or assessment on the demised premises payable to Government and all municipal and local rates and taxes, not hereby made payable by the lessee

(c) that on receipt of a notice in writing signed by the said Executive Engineer stating that certain repairs specified therein are necessary and required to be done to the demised premises, the lessor shall forthwith cause such repairs to be expeditiously and satisfactorily effected within such period as may be specified in the said notice and that in the event of such repairs not being satisfactorily completed within the period specified, the lessee shall be at liberty to carry out the same at the cost of the lessor and to deduct the cost of such repairs from any moneys then due or to become due by the lessee to the lessor, provided the costs will not exceed two months rent per year, provided that except in cases where the repairs are in the opinion of the said Executive Engineer urgently required and the demised premises are in actual occupation of the lessee or any person to whom they are authorisedly sublet, if the lessor shall be dissatisfied with any notice of the said Executive Engineer requiring repairs to be effected to the demised premises, he shall be at liberty to refer the matter in the notice for the decision of the Collector for the time being of the district of Dharwar by making a representation signed by him within one month from the date of receipt of such notice and the ....

the decision of the said Collector shall be final and binding on the lessor;

(d) that the lessor shall keep all boundary fences hedges and walls on the demised premises in good order and proper repairs and condition to the statisfaction of the said Executive Engineer;

(e) that the lessor shall pass a receipt for the amount of the rent paid by the lessee;

(f) that the lessor shall permit the lessee or the authorized occupier for the time being of the demised premises to make such additions and alterations to the demised premises without causing damage to the structure of the building to put up such fittings and fixtures thereon as the lessee or the occupier may consider necessary for his convenience and to remove the same during the period he is in possession of the demised premises;provided always that such removal does not cause destruction or damage to the demised premises;

(g) that the lessee paying the rent hereby reserved and performing and observing the convenants and conditions hereinbefore contained shall throughout the said term peaceably possess and enjoy the demised premises without any interruption or disturbance whatsoever from the lessor or any person claiming under him, provided always that if any covenant on the lessee's part herein contained shall not be lawful for the lessor at any time thereafter to reenter upon the demised premises or any part thereof in the name of the whole and thereupon this lease shall absolutely determine but without prejudice to the right of action of the lessor in respect of breach of the lessee's convenants herein contained, provided always that except f

non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exer-cised unless and until the lessor shall have given to the lessee a notice in writing of his intention to enter and of the specific breach or breaches of convenant in respect which the re-entry is intended to be made and default shall have been made by the lease in remedying such breach or breaches within a reasonable time after the giving of such notice;

(h) that the lessor shall allow the lessee during the continuance of this lease to sub-let the demised premises or any portion thereof to any person or persons approved by the lessee ~~and the lessor~~ such person being known as the occupier.

(i) that the lessor shall allow the lessee or the occupier to take during the period the produce of all fruit trees, grass and other produce in the demised premises;

(j) that the lessor shall permit the lessee to vacate the demised premises become, in the opinion of the lessee, unsuitable for habitation owing to structural deterioration and in such event the lease shall terminate on the expiry of the said period of notice and the provisions, thereof shall cease to be binding on either party.

4. And it is hereby further agreed and declared by the between the parties hereto;-

(a) that in case the demised premises or any part thereof shall be destroyed or damaged by tempest, earthquake or fire or any other act of God or as a result of civil commotation, this lease shall immediately determine and the rent hereby reserved shall cease to accrue due to be payble

(b) ~~that either party shall after the aforesaid period of lease viz. five years three months previous notice in writing~~ entitled by giving

(d) that either party to the lease may after giving at any time during the said term to the other three months previous notice in writing of his intention 28-7-27

(to determine this lease and on the expiry of three months from the date of any such notice-unless the lessor and lessee shall have agreed in writing that the notice shall not have effect or shall be deemed to be suspended - this lease shall cease and determine and all liabilities and obligations of the lessor and lessee hereinbefore experessed so far as the same shall not then already have accrued due or have been incurred thereunder, shall cease and determine as from that date. on the term had run out.

(c) that cost of stamp and registration shall be borne by the lessee.

Schedule above referred to.

Building wit out-house situate on plot No. in the Dharwar, belonging to lessor G.A. Hiremath City Survey Nos.146, and 147/2B area 7 gunthas 103 sq.yards. The Gate-way and the well are of common use of of the lessor and the lessee.

In witness where of G.A. Hiremath, the lessor has set his hand and the Governor of Bombay has caused the Director of Public Instruction,Poona, to set his hand and the official seal hereto the day and year first abovewritten.

Signed and delivered by ~~by~~ the abovenamed. ~~Sd.G.A.Hiremath~~ G - A - Hiremath the lessor in the presence of-

1. ~~Sd. R.S. Chalgeri, B.A.LL.B.~~ Pleader.
2. ~~Sd. A.M. Annigeri.~~

Signed sealed and delivered by ~~the~~ abovenamed Director of Public Instruction, Poona in the presence of

~~Dir. of Public Instruc-~~ tion, Poona.

official seal

Legal Department. 29 2-9-39. 3875

The draft Lease as amended is in order.

2. As Government has agreed to bear the stamp duty and registeration charges in respect to this Lease, Government will be exempt from payment of such charges under proviso 1 to section 3 of the Indian Stamp Act and Government Notification Revenue Department No. 1940/24, dated the 25th May 1938 issued under the Indian Registration Act.

BN 23/9

Offg. Solicitor to Government.

U.R. to E. & I.D., No. 9055, dated the 23rd September 1948

Ec. 22.9.

Issued 23/9.

Lec 22.9

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Submitted after issue
File in ~~Agt~~ Leases/48

PGP
24/9

Sdr 24/9

Leases/48
24/9